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PREPARED BY & RETURN TO:
Riley Riper Hollin & Colagreco
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Exton, PA 19341
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- ✓ UPI Nos. Part of 39-2-1.1, ✓
- ✓ Part of 30-6-39 ✓

Commonwealth Land Title
Lawyers Title Insurance Corp.
1700 Market Street
Suite 2110
Philadelphia, PA 19103
Att: PHF201125 (2)

DECLARATION OF ACCESS AND UTILITY EASEMENTS

THIS DECLARATION OF ACCESS AND UTILITY EASEMENTS ("Declaration") is made as of the 19th day of March, 2021 and effective March 26, 2021 ("Effective Date") ARBOR HILLS ASSOCIATES, a Pennsylvania limited partnership ("Declarant"), having an address of 1600 Market Street, Suite 3150, Philadelphia, Pennsylvania 19103.

BACKGROUND

- A. Declarant is the owner of certain real property consisting of 73.605 acres, more or less, situate in Caln Township and East Brandywine Township, Chester County, Pennsylvania, being UPI Nos. 39-2-1.1 and 30-6-39 ("Property").
- B. Declarant has applied for and obtained final subdivision and planned residential development approval from Caln Township for subdivision and development of the portion of the Property in Caln Township.
- C. In accordance with that certain "Final Minor Subdivision Plan" prepared by D.L. Howell & Associates, Inc. dated October 14, 2020 and last revised January 18, 2021 ("Subdivision Plan") which was recorded in the Office of the Chester County Recorder of Deeds in Plan Book No. _____, a copy of which is attached hereto as Exhibit "A" and made a part hereof, the Property has been subdivided into three lots, identified as "Lot 1", "Lot 2" and "Lot 3" on the Subdivision Plan (each a "Lot") and further described in Exhibits "B", "C" and "D" attached hereto and made a part hereof.
- D. Lot 1 and Lot 2 are intended to be developed with a residential development in accordance with a Final Planned Residential Development Plan approved by the Caln Township Board of Commissioners. A copy of the Overall Site Plan of the Final Planned Residential Development Plan is attached hereto as Exhibit "E" and made a part hereof ("Development Plan").

DOC # 11819638 04/01/2021 02:45 PM
Receipt #: 21-19500
Rec Fee: \$133.28
Chester County, Recorder of Deeds

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E. The owner of Lot 1 and the owner of Lot 2 intend to install certain improvements in connection with the residential development on Lot 1 and Lot 2, which are depicted on the Development Plan and which improvements include, without limitation, a boulevard road providing access to and from Horseshoe Pike (U.S. Route 0322, SR 0322) ("Boulevard") and utilities within the area identified as "Access/Utility Easement over Lot 1 to Benefit Lot 2 and 3" on Exhibit "A" and as further described in Exhibit "F" attached hereto and made a part hereof ("Lot 1 Access/Utility Easement Area").

F. Lot 1 has frontage on Horseshoe Pike.

G. Lot 2 does not have frontage on a public road.

H. Lot 3 has limited frontage on Horseshoe Pike and, as a result, and in the event that Lot 3 is developed, the owner of Lot 3 may desire to access Lot 3 from Lots 1 and 2, and also may desire to connect utilities to Lot 3 from Lots 1 and 2.

I. Declarant desires to grant and declare a permanent, perpetual and irrevocable easement for vehicular and pedestrian access to and from Lot 2 on, over, and across the Lot 1 Access/Utility Easement Area, upon the terms and conditions set forth herein.

J. Declarant also desires to grant and declare a perpetual, non-exclusive easement for the benefit of Lot 2 on, over, under, across and through the Lot 1 Access/Utility Easement Area for the installation of underground utilities to serve the residential development, upon the terms and conditions set forth herein.

K. Declarant also desires to grant and declare a perpetual, non-exclusive easement for vehicular and pedestrian access to and from Lot 3 on, over, and across the Lot 1 Access/Utility Easement Area, upon the terms and conditions set forth herein.

L. Declarant also desires to grant and declare a perpetual, non-exclusive easement for the benefit of Lot 3 on, over, under, across and through the Lot 1 Access/Utility Easement Area for the connection to and installation of underground utilities to serve Lot 3, upon the terms and conditions set forth herein.

M. Declarant also desires to grant and declare a perpetual, non-exclusive easement for vehicular and pedestrian access to and from Lot 3 on, over, and across Lot 2 in the area identified as "50' Wide Private Access/Utility Easement" on Exhibit "A" and further described in Exhibit "G" attached hereto and made a part hereof ("50' Wide Access/Utility Easement Area"), upon the terms and conditions set forth herein.

N. Declarant also desires to grant and declare a perpetual, non-exclusive easement for the benefit of Lot 3 on, over, under, across and through the 50' Wide Access/Utility Easement Area for the connection to and installation of underground utilities to serve Lot 3, upon the terms and conditions set forth herein.



O. Declarant also desires to grant and declare a second perpetual, non-exclusive easement for vehicular and pedestrian access to and from Lot 3 on, over and across the roads shown on Lot 2 on the Plan attached hereto as Exhibit "H" ("Lot 2 Private Roads") and made a part hereof and an easement area identified as "50' Wide Private Access/Utility Easement" on Exhibit "H" attached hereto and made a part hereof ("Lot 2 Private Access/Utility Easement Area"), upon the terms and conditions set forth herein.

P. Declarant also desires to grant and declare a perpetual, non-exclusive easement for the benefit of Lot 3 on, over, under, across and through an easement area identified as "50' Wide Private/Access Utility Easement" on Exhibit "H" ("50' Wide Utility Easement #2 Area") the connection to and installation of underground utilities to serve Lot 3, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, Declarant hereby declares as follows:

1. Incorporation of Background Paragraphs. The foregoing Background paragraphs are incorporated herein by this reference as if fully set forth herein.
2. Access Easement over Lot 1 for the Benefit of Lot 2. Declarant hereby declares, grants, conveys and confirms for the benefit of the owner of Lot 2, its successors and assigns, a perpetual, non-exclusive easement on, over, under, across and through the Lot 1 Access/Utility Easement Area (including, without limitation, the Boulevard) for the purposes of pedestrian and vehicular traffic and other ingress, egress, and regress between Lot 2 and Horseshoe Pike, to serve any present or future uses and development of Lot 2 ("Lot 1/Lot 2 Access Easement").
3. Utility Easement over Lot 1 for the Benefit of Lot 2. Declarant hereby declares, grants, conveys and confirms for the benefit of the owner of Lot 2, its successors and assigns, and a perpetual, non-exclusive easement on, over, under, across and through the Lot 1 Access/Utility Easement Area for the installation, removal, replacement, renewal and repair of underground lines, facilities and appurtenances for sewer, water, electric, cable, telephone, gas, storm sewer and other utilities and services (collectively, "Utilities"). The easement described herein is referred to as the "Lot 1/Lot 2 Utility Easement".
4. Access Easement over Lot 1 for the Benefit of Lot 3. Declarant hereby declares, grants, conveys and confirms for the benefit of the owner of Lot 3, its successors and assigns, a perpetual, non-exclusive easement on, over, under, across and through the Lot 1 Access/Utility Easement Area (including, without limitation, the Boulevard) for the purposes of pedestrian and vehicular traffic and other ingress, egress, and regress between Lot 3 and Horseshoe Pike, to serve any future use and development of Lot 3 at the time of development of Lot 3, which shall be effective as of the date that: (1) the Boulevard has been constructed and is open to vehicular traffic; and (2) a land development plan is recorded for development of Lot 3 ("Lot 1/Lot 3 Access Easement").

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5. Utility Easement over Lot 1 for the Benefit of Lot 3. Declarant hereby declares, grants, conveys and confirms for the benefit of the owner of Lot 3, its successors and assigns, a perpetual, non-exclusive easement on, over, under, across and through the Lot 1 Access/Utility Easement Area for the connection, extension and installation of Utilities to Lot 3 at the time of development of Lot 3, which shall be effective as of the date that a land development plan is recorded for development of Lot 3 ("Lot 1/Lot 3 Utility Easement"). The Lot 1/Lot 3 Utility Easement is also conditioned upon the owner of Lot 3 obtaining amended Final Approval from the Caln Township Board of Commissioners for the construction of any improvements prior to the connection, extension and installation of Utilities by the owner of Lot 3. Such Utility work shall be completed by the owner of Lot 3 at its sole cost and expense in a good and workmanlike manner in compliance with all legal requirements. Prior to undertaking any work under the Lot 1/Lot 3 Utility Easement, the owner of Lot 3 shall provide the owner of Lot 1 with a copy of any plans and specifications identifying the location of the Utilities on Lot 1 and governing the installation of the Utilities on Lot 3. The owner of Lot 1 shall have a period of sixty (60) days after receipt in which to review and approve the plans and specifications of the utility work and if the owner of Lot 1 has not advised the owner of Lot 3 of its determination within such sixty (60) day period, it shall be deemed to have approved the plans and specifications for the Utilities. The owner of Lot 1's approval of the owner of Lot 3's plans for the Utility connections may not be unreasonably withheld, conditioned or delayed. The owner of Lot 3 shall provide the owner of Lot 1 thirty (30) days' written notice prior to the commencement of construction of the Utilities. The owner of Lot 3 shall be responsible for the construction, installation, operation, maintenance, repair and replacement of any new Utilities installed until such time as said Utilities may be dedicated to a utility company or governmental authority and such utility company or governmental authority assumes the responsibility for such operation and maintenance. The owner of Lot 3 shall restore any area of Lot 1 disturbed by the construction of Utilities to the condition that existed prior to commencement of said construction (except for areas where appurtenances to Utility installations not located underground).

6. 50' Wide Access Easement over Lot 2 for the Benefit of Lot 3. Declarant hereby declares, grants, conveys and confirms for the benefit of the owner of Lot 3, its successors and assigns, a perpetual, non-exclusive easement on, over, under, across and through the 50' Wide Access/Utility Easement Area for the purposes of construction, installation, maintenance, repair and replacement of an access road ("Access Road #1") for pedestrian and vehicular traffic and other ingress, egress, and regress between Lot 3 and Horseshoe Pike, which shall be effective as of the date that: (1) the Boulevard has been constructed and is open to vehicular traffic; and (2) a land development plan is recorded for development of Lot 3 ("50' Wide Access Easement"). The 50' Wide Access Easement is also conditioned upon the owner of Lot 3 obtaining Final Approval from the Caln Township Board of Commissioners for Access Road #1 prior to the construction and use of Access Road #1 by the owner of Lot 3, its successors and assigns. Access Road #1 shall be completed by the owner of Lot 3, its successors and assigns, at its sole cost and expense in a good and workmanlike manner in compliance with all legal requirements. The owner of Lot 3 shall provide the owner of Lot 1 thirty (30) days' written notice prior to the commencement of construction of Access Road #1. The owner of Lot 3 shall be responsible for the construction, installation, operation, maintenance, repair and replacement of Access Road #1. The owner of Lot 3 shall restore any area of Lot 2 disturbed by the construction of Access Road

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#1 to the condition that existed prior to commencement of said construction (except for areas where Access Road #1 is constructed).

7. First 50' Wide Utility Easement over Lot 2 for the Benefit of Lot 3. Declarant hereby declares, grants, conveys and confirms for the benefit of the owner of Lot 3, its successors and assigns, a perpetual, non-exclusive easement on, over, under, across and through the 50' Wide Access/Utility Easement Area for the connection and extension of Utilities to Lot 3 at the time of development of Lot 3, which shall be effective as of the date that a land development plan is recorded for development of Lot 3 ("Lot 3 Utility Easement #1"). The Lot 3 Utility Easement #1 is also conditioned upon the owner of Lot 3 obtaining amended Final Approval from the Caln Township Board of Commissioners for the construction of any improvements prior to the connection, extension and installation of Utilities by the owner of Lot 3. Such Utility work shall be completed by the owner of Lot 3 at its sole cost and expense in a good and workmanlike manner in compliance with all legal requirements. Prior to undertaking any work under the Lot 3 Utility Easement #1, the owner of Lot 3 shall provide the owner of Lot 2 with a copy of any plans and specifications identifying the location of the Utilities on Lot 2 and governing the installation of the utilities on Lot 2. The owner of Lot 2 shall have a period of sixty (60) days after receipt in which to review and approve the plans and specifications and if the owner of Lot 2 has not advised the owner of Lot 3 of its determination within such sixty (60) day period, it shall have deemed to have approved the plans and specifications for the Utilities. The owner of Lot 2's approval of the owner of Lot 3's plans and specifications for the Utility connections may not be unreasonably withheld, conditioned or delayed. The owner of Lot 3 shall provide the owner of Lot 2 thirty (30) days' written notice prior to the commencement of construction of the Utilities. The owner of Lot 3 shall be responsible for the construction, installation, operation, maintenance, repair and replacement of any new Utilities installed until such time as said Utilities may be dedicated to a utility company or governmental authority and such utility company or governmental authority assumes the responsibility for such operation and maintenance. The owner of Lot 3 shall restore any area of Lot 2 disturbed by the construction of Utilities to the condition that existed prior to commencement of said construction (except for areas where appurtenances to Utility installations not located underground).

8. Private Access Easement over Lot 2 for the Benefit of Lot 3. Declarant hereby declares, grants, conveys and confirms for the benefit of the owner of Lot 3, its successors and assigns, a perpetual, non-exclusive easement on, over, under, across and through the Lot 2 Private Access/Utility Easement Area for the purposes of construction, installation, maintenance, repair and replacement of an access road ("Access Road #2") for pedestrian and vehicular traffic and other ingress, egress, and regress between Lot 3 and Horseshoe Pike, which shall be effective as of the date that: (1) the Lot 2 Private Roads providing ingress, egress and regress between the area identified as "50' Wide Private Access/Utility Easement" on Exhibit "H" attached hereto and Lot 1 and the Access Drive have been constructed and are open to vehicular traffic; and (2) a land development plan is recorded for development of Lot 3 ("Lot 2 Private Access Easement"). The Lot 2 Private Access Easement is also conditioned upon the owner of Lot 3 obtaining amended Final Approval from the Caln Township Board of Commissioners for Access Road #2 prior to the construction and use of Access Road #2 by the owner of Lot 3, its successors and assigns. Access Road #2 shall be completed by the owner of Lot 3, its successors and assigns, at its sole cost and expense in a good and workmanlike manner in compliance with

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all legal requirements. The owner of Lot 3 shall provide the owner of Lot 2 thirty (30) days' written notice prior to the commencement of construction of Access Road #2. The owner of Lot 3 shall be responsible for the construction, installation, operation, maintenance, repair and replacement of Access Road #2. The owner of Lot 3 shall restore any area of Lot 2 disturbed by the construction of Access Road #2 to the condition that existed prior to commencement of said construction (except where Access Road #2 is constructed).

9. Second 50' Wide Utility Easement over Lot 2 for the Benefit of Lot 3. Declarant hereby declares, grants, conveys and confirms for the benefit of the owner of Lot 3, its successors and assigns, a perpetual, non-exclusive easement on, over, under, across and through the 50' Wide Utility Easement #2 Area for the connection, extension and installation of Utilities to Lot 3 at the time of development of Lot 3, which shall be effective as of the date that a land development plan is recorded for development of Lot 3 ("Lot 3 Utility Easement #2"). The Lot 3 Utility Easement #2 is also conditioned upon the owner of Lot 3 obtaining amended Final Approval from the Caln Township Board of Commissioners for the construction of any improvements prior to the connection, extension and installation of Utilities by the owner of Lot 3. Such Utility work shall be completed by the owner of Lot 3 at its sole cost and expense in a good and workmanlike manner in compliance with all legal requirements. Prior to undertaking any work under the Lot 3 Utility Easement #2, the owner of Lot 3 shall provide the owner of Lot 2 with a copy of any plans and specifications identifying the location of the Utilities on Lot 2 and governing the installation of the utilities on Lot 3. The owner of Lot 2 shall have a period of sixty (60) days after receipt in which to review and approve the plans and specifications of the utility work and if the owner of Lot 2 has not advised the owner of Lot 3 of its determination within such sixty (60) day period, it shall have deemed to have approved the plans and specifications for the Utilities. The owner of Lot 2's approval of the owner of Lot 3's plans for the Utility connections may not be unreasonably withheld, conditioned or delayed. The owner of Lot 3 shall provide the owner of Lot 2 thirty (30) days' written notice prior to the commencement of construction of the Utilities. The owner of Lot 3 shall be responsible for the construction, installation, operation, maintenance, repair and replacement of any new Utilities installed until such time as said Utilities may be dedicated to a utility company or governmental authority and such utility company or governmental authority assumes the responsibility for such operation and maintenance. The owner of Lot 3 shall restore any area of Lot 2 disturbed by the construction of Utilities to the condition that existed prior to commencement of said construction (except for areas where appurtenances to Utility installations not located underground).

10. Dedication of Lot 1 Access/Utility Easement Area. The owner of Lot 1 reserves the right, at any time, to dedicate all or a portion of the Lot 1 Access/Utility Easement Area including the Boulevard to Caln Township. In the event that the Lot 1 Access/Utility Easement Area is accepted for dedication by Caln Township, the Lot 1 Access/Utility Easement Area shall cease to be subject to the terms and conditions of this Easement.

11. Use of Access Easements. The use of the Lot 1/Lot 2 Access Easement, Lot 1/Lot 3 Access Easement, 50' Wide Access Easement and Lot 2 Private Access Easement shall be limited to passage of pedestrians and vehicles over the access drives associated therewith after construction of such access drives and shall not permit the parking or storage of vehicles on the access drives, which parking or storage of vehicles or personal property is hereby expressly



prohibited. The owners of Lot 1, Lot 2 and Lot 3 shall not restrict or impede in any way the use of any access drive that has been constructed and is open for use by any lawful user. Effective as of the time that there are developed and improved any dwellings on Lot 3 which use Access Road #1 or Access Road #2 for access to Lot 3 as shown on the approved development plan for Lot 3, the owner of Lot 3 and its successors and assigns, agrees to pay to the owners of Lots 1 and 2, their successors and assigns, its Pro Rata Share of maintenance and repair costs for the continuing maintenance and repair of Access Road 1 and Access Road 2. The "Pro Rata Share" shall be equal to the total number of approved dwelling units on Lot 3 divided by the total number of approved dwelling units on Lots 1, 2 and 3. Any obligation to pay such costs assumed by any homeowners' association created for the dwellings created on Lot 3 shall satisfy the obligation for payment of the Pro Rata Share of maintenance and repair costs imposed on the owner of Lot 3 and its successors and assigns. If in connection with any proposed sale or mortgage financing of a property on Lot 3, a party obligated to pay its Pro Rata Share of maintenance and repair costs, such party requests written confirmation of any amount due pursuant to this paragraph, the association of owners of lots or dwellings on Lot 1 or Lot 2 shall supply such confirmation within ten (10) days of request, which confirmation when issued shall be binding upon the parties and conclusive as establishing any amount due. The association which receives such request shall have the right to charge a reasonable fee for responding to any such request.

11. Indemnification.

a. The owner of Lot 1 shall indemnify, defend and hold harmless the owner of Lot 2, its officers, employees, agents, insurers, successors and assigns, from and against all claims, demands, injuries, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and costs) arising from, associated with or attributable to (i) breach by Lot 1 under this Agreement pertaining to those rights and obligations agreed to between the owner of Lot 1 and the owner of Lot 2, or (ii) the exercise of the owner of Lot 1's rights under this Agreement or for injuries to persons or property pertaining to those rights and obligations agreed to between the owner of Lot 1 and the owner of Lot 2, to the extent not caused by the negligence or willful misconduct of Lot 2.

b. The owner of Lot 1 shall indemnify, defend and hold harmless the owner of Lot 3, its officers, employees, agents, insurers, successors and assigns, from and against all claims, demands, injuries, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and costs) arising from, associated with or attributable to (i) breach by Lot 1 under this Agreement pertaining to those rights and obligations agreed to between the owner of Lot 1 and the owner of Lot 3, or (ii) the exercise of the owner of Lot 1's rights under this Agreement or for injuries to persons or property pertaining to those rights and obligations agreed to between the owner of Lot 1 and the owner of Lot 3, to the extent not caused by the negligence or willful misconduct of Lot 3.

c. The owner of Lot 2 shall indemnify, defend and hold harmless the owner of Lot 1, its officers, employees, agents, insurers, successors and assigns, from and against all claims, demands, injuries, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and costs) arising from, associated with or attributable to (i) breach by Lot 2



under this Agreement pertaining to those rights and obligations agreed to between the owner of Lot 1 and the owner of Lot 2, or (ii) the exercise of the owner of Lot 2's rights under this Agreement or for injuries to persons or property pertaining to those rights and obligations agreed to between the owner of Lot 1 and the owner of Lot 2, to the extent not caused by the negligence or willful misconduct of Lot 1.

d. The owner of Lot 2 shall indemnify, defend and hold harmless the owner of Lot 3, its officers, employees, agents, insurers, successors and assigns, from and against all claims, demands, injuries, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and costs) arising from, associated with or attributable to (i) breach by Lot 2 under this Agreement pertaining to those rights and obligations agreed to between the owner of Lot 2 and the owner of Lot 3, or (ii) the exercise of the owner of Lot 2's rights under this Agreement or for injuries to persons or property pertaining to those rights and obligations agreed to between the owner of Lot 2 and the owner of Lot 3, to the extent not caused by the negligence or willful misconduct of Lot 3.

e. The owner of Lot 3 shall indemnify, defend and hold harmless the owner of Lot 1, its officers, employees, agents, insurers, successors and assigns, from and against all claims, demands, injuries, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and costs) arising from, associated with or attributable to (i) breach by the owner of Lot 3 pertaining to those rights and obligations agreed to between the owner of Lot 1 and the owner of Lot 3 under this Agreement, or (ii) the exercise of the owner of Lot 3's rights under this Agreement or for injuries to persons or property agreed to between the owner of Lot 1 and the owner of Lot 3, to the extent not caused by the negligence or willful misconduct of Lot 1.

f. The owner of Lot 3 shall indemnify, defend and hold harmless the owner of Lot 2, its officers, employees, agents, insurers, successors and assigns, from and against all claims, demands, injuries, liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees and costs) arising from, associated with or attributable to (i) breach by the owner of Lot 3 pertaining to those rights and obligations agreed to between the owner of Lot 2 and the owner of Lot 3 under this Agreement, or (ii) the exercise of the owner of Lot 3's rights under this Agreement or for injuries to persons or property agreed to between the owner of Lot 2 and the owner of Lot 3, to the extent not caused by the negligence or willful misconduct of Lot 2.

12. Insurance. The owner of each Lot benefitted by an easement described herein shall at all times keep said easement, as of the date that said easement becomes effective and thereafter, insured with an industry standard commercial general liability policy which shall include coverage for personal liability, bodily injury, death and property damage in commercially reasonable amounts at such time said easement becomes effective. The insurance policy shall name the owner of the Lot on which the easement is located as an additional insured.

13. Notice. Any notice required or permitted to be given under this Declaration shall be in writing and shall be deemed to have been given upon deposit in the United States Mail as Certified Mail, Return Receipt Requested, postage prepaid, and addressed to the party being notified at such address as the owner of Lot 1, the owner of Lot 2, and/or the owner of Lot 3 may

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designate for itself from time to time hereafter by written notice to the other parties, as applicable.

14. Amendment. Except as otherwise set forth herein, this Declaration shall not be amended except by written amendment signed by the owners of the Lots affected by the amendment to the Declaration.

15. Release of Liability Following Transfer. An owner of a Lot, upon transfer of all or part of its interest in any portion of a Lot shall be deemed released from its obligations under this Agreement to the extent of the interest transferred; provided, however, that no such transfer shall relieve said party for any breach of the terms, provisions or conditions of this Declaration occurring prior to such transfer. The transferee of any conveyance of a Lot or any portion thereof, shall, by its acceptance of the instrument of conveyance, be deemed to have automatically assumed all rights and obligations of this Declaration of the transferor with respect to the Lot or the portion thereof so conveyed.

16. Liens. Each owner of a Lot shall promptly discharge (or cause to be discharged) all liens arising out of or connected with the construction, installation, operation, maintenance, repair or replacement of any facilities for which it is responsible that are located on any Lot or portion thereof not owned by said owner.

17. Applicable Law. This Declaration shall be construed and interpreted under, and governed and enforced, according to the laws of the Commonwealth of Pennsylvania, without giving effect to its conflict of law rules. If any provision of this Declaration shall be to any extent invalid or unenforceable, the remaining provisions shall not be affected thereby. Each provision in this Declaration shall be valid and enforceable to the fullest extent permitted by law. The Court of Common Pleas of Chester County will be the sole and exclusive forum for any actions or disputes arising under this Declaration.

18. Cooperation. Each owner of a Lot shall cooperate with another Lot owner, at no cost to the cooperating Lot owner (other than to bear its own costs of review by itself or its consultants), upon request of the other Lot owner in connection with the other Lot owner's planning for, application(s) for, carrying out of, and documentation of, any rights and easements hereunder. Such cooperation shall include without limitation the execution of consents to applications, providing of plans or information in the possession of or accessible to the cooperating Lot owner pertaining to governmental approvals or applications therefor, and execution of approvals or joinder to easement amendments described herein.

19. Binding Effect. This Declaration shall be binding upon and inure to the benefit of Declarant, its successors and assigns, and shall be construed as a covenant running with the land.

SIGNATURE PAGE FOLLOWS

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IN WITNESS WHEREOF, intending to be legally bound, the Declarant has executed this Declaration as of the day and year first above written.

DECLARANT:

ARBOR HILLS ASSOCIATES,
a Pennsylvania limited partnership
By: ARBOR HILLS ASSOCIATES, LLC,
a Pennsylvania limited liability company,
its general partner

By: James J. Tomando
Name: James J. Tomando
Title: Managing Member

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF PHILADELPHIA : ss

On this, the 19TH day of MARCH, 2021, before me, a Notary Public, the undersigned officer, personally appeared JAMES TOMANDO who acknowledged him/herself to be the MANAGING MEMBER of ARBOR HILLS ASSOCIATES, LLC, Pennsylvania limited liability company, general partner of ARBOR HILLS ASSOCIATES, a Pennsylvania limited partnership, and that s/he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Gail A. Ford
Notary Public

(Notarial Seal)

My Commission Expires: 8/12/24

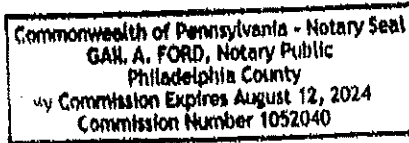
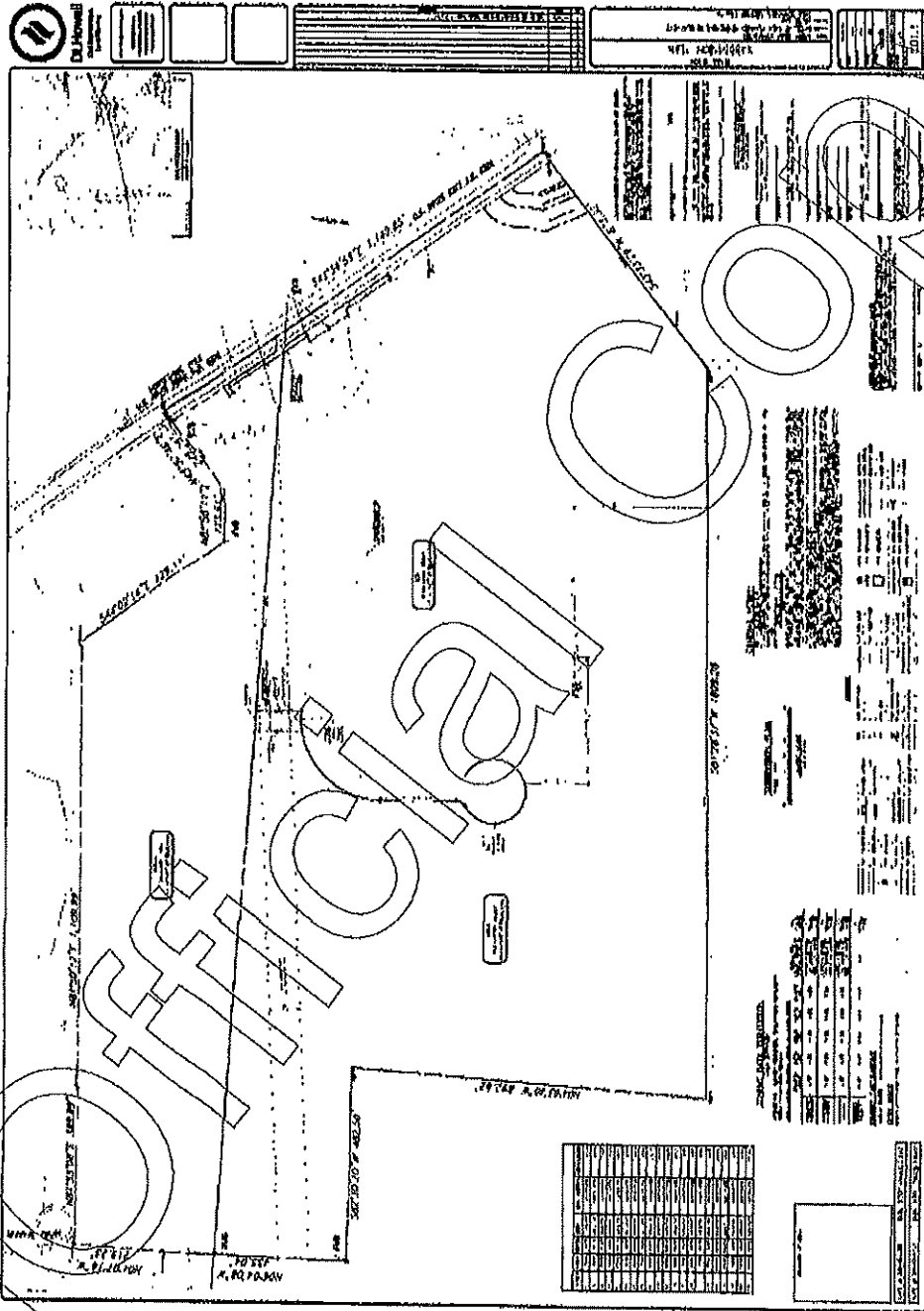


EXHIBIT "A"

Subdivision Plan



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EXHIBIT "B"

Legal Description of Lot 1



Legal Description
LOT 1 (GROSS)
For
ARBOR HILL ASSOCIATES

All that certain parcel of land situate in the Township of Cain, County of Chester, Commonwealth of Pennsylvania, as shown on plan entitled "Final Minor Subdivision Plan - Dwell at Cain Planned Residential Development" dated 10/14/20, last revised 01/18/21, prepared for Arbor Hill Associates, by D.L. Howell and Associates, Inc., West Chester, PA, being more particularly described as follows:

Beginning at a point on the centerline in Horseshoe Pike (SR 0322) (Variable Width) at its intersection with the northwesterly line of lands now or late of Harvey Perry and Gail Perry (UPI #39-2-1) as shown on said plan; thence from said Point of Beginning, running along said lands of Perry, South 43°33'29" West, passing over an existing pin found on the southwesterly right-of-way line of Horseshoe Pike 29.52 feet from the beginning of this line, and passing over a 5/8" rebar found, 672.32 feet to an existing pipe found, being a corner of lands now or late of Jason Cartwright and Christine Boldzan (UPI #39-2-4); thence, along said lands of Cartwright & Boldzan, lands now or late of Eudlio A. Sciarretta and Evelyn M. Sciarretta (UPI #39-2-5), and partly along lands now or late of Irvin L. Keiter and Wade A. Keiter (UPI #39-2-6), South 81°28'37" West, 346.46 feet to a rebar to be set at a corner of Lot 2; thence, along Lot 2 the following ten (10) courses and distances: 1) North 8°31'23" West, 336.00 feet to a rebar to be set; 2) South 81°28'37" West, 372.00 feet to a rebar to be set; 3) South 8°31'23" East, 36.45 feet to a rebar to be set; 4) South 81°28'37" West, 314.43 feet to a rebar to be set; 5) North 8°31'23" West, 158.91 feet to a rebar to be set at a point of non-tangent curve on the right-of-way line of the outside arc of a proposed road; 6) along said right-of-way line, along said curve to the right, having a radius of 80.00 feet, an arc length of 231.84 feet, through an angle of 166°02'26", and whose chord bears North 29°58'49" West, 158.81 feet to a monument to be set at a point of reverse curve; 7) continuing along said right-of-way line, along said curve to the left, having a radius of 25.00 feet, an arc length of 26.86 feet, through a central angle of 61°33'47" and whose chord bears North 22°15'31" East, 25.59 feet to a monument to be set at a point of tangency; 8) continuing along said right-of-way line, North 8°31'23" West, 191.80 feet to a monument to be set at a point of curvature; 9) continuing along said right-of-way line, passing the southerly terminus of a

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COMMONWEALTH LAND TITLE



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50 feet wide Private Access/Utility Easement, along said curve to the right, having a radius of 200.00 feet, an arc length of 336.29 feet, through an angle of $96^{\circ}20'19''$, and whose chord bears North $39^{\circ}38'47''$ East, 298.05 feet to a monument to be set at a point of non-tangency; and 10) along the easterly side of said 50 feet wide Private Access/Utility Easement, North $8^{\circ}31'31''$ West, 113.70 feet to a rebar to be set on the southerly line of Lot 3; thence, along Lot 3, North $85^{\circ}42'07''$ East, passing-over a monument to be set on said southwesterly right-of-way line of Horseshoe Pike 53.50 feet from the end of this line, 943.38 feet to a point on said centerline in Horseshoe Pike; thence, along the same, South $42^{\circ}56'53''$ East, 787.82 feet to the Point and Place of Beginning.

Containing: 28.382 Acres of Land, be the same more or less.

Being: "Lot 1" as shown on said plan.

Subject to: A proposed road right-of-way, and any easements or encumbrances as may appear of record.

Being: A part of the same premises which Robert S. Means, Sr. Gladys H. Means and Counseling And Assessment Assoc. Inc. by deed dated January 7th, 2002 and recorded February 14th, 2002, in the office of the Recorder of Deeds, in and for Chester County in Record Book 5201, Page 2347 granted and conveyed to Arbor Hills Associates, a PA Limited Partnership by its sole General Partner, Arbor Hills Associates, LLC a limited liability company.

Prepared: January 26, 2021

[10204 Legal Description Lot 1 \(Gross\).docx](#)



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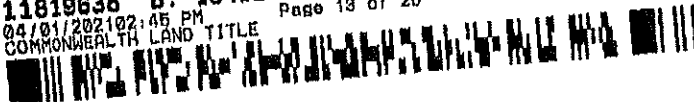
11819638 B: 10492 P: 1266 ESA
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EXHIBIT "C"

Legal Description of Lot 2



Legal Description
LOT 2
For
ARBOR HILL ASSOCIATES

All that certain parcel of land situate in the Township of Cain, County of Chester, Commonwealth of Pennsylvania, as shown on plan entitled "Final Minor Subdivision Plan - Dwell at Cain Planned Residential Development" dated 10/14/20, last revised 01/18/21, prepared for Arbor Hill Associates, by D.L. Howell and Associates, Inc., West Chester, PA, being more particularly described as follows:

Beginning at a rebar to be set on the northerly line of lands now or late of Irvin L. Keiter and Vada A. Keiter (UPI #39-2-6), said point being located the following two (2) courses and distances from the centerline in Horseshoe Pike (SR 0322) (Variable Width) at its intersection with the northwesterly line of lands now or late of Harvey Perry and Gail Perry (UPI #39-2-1) as shown on said plan: 1) along said lands of Perry, South 43°33'29" West, passing over an existing pipe found on the southwesterly right-of-way line of Horseshoe Pike 29.52 feet from the beginning of this line, 672.32 feet to an existing pipe found being a corner of lands now or late of Jason Cartwright and Christine Boldzau (UPI #39-2-4); thence, along said lands of Cartwright & Boldzau, lands now or late of Emidio A. Sciarretta and Evelyn M. Sciarretta (UPI #39-2-5), and partly along said lands of Keiter, South 81°28'37" West, 346.46 feet to the Point of Beginning; thence from said Point of Beginning, continuing along said lands of Keiter, lands now or late of Josef Choc (UPI #39-2-7), lands now or late of Daniel J. Dickrell (UPI #39-2-471), lands now or late of Greg A. Gemberling and Christine K. Gemberling (UPI #39-1-38), and lands now or late of Richard A. Uhlig and Janet L. Uhlig (UPI #39-1-38.2), South 81°28'37" West, 1,462.80 feet to an existing pipe found at a corner of lands now or late of Virginia D. Darlington (UPI #39-1-37); thence, along said lands of Darlington the following two (2) courses and distances: 1) North 4°03'40" West, 892.62 feet to an existing pipe found; and 2) South 82°30'20" West, 482.50 feet to a monument to be set on the easterly line of lands now or late of Roy Scarfo and Carol A. Scarfo (UPI #39-1-37.1); thence, along said lands of Scarfo, and lands now or late of Roy Joseph Siple and Barbara S. Siple (UPI #39-1-37.2), North 6°04'10" West, 334.14 feet to a monument to be set at a corner of Lot 3; thence, along Lot 3, North 85°42'07" East, passing the northerly terminus of a 50 feet wide Private Access/Utility Easement, 1,355.80 feet to an

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iron pin to be set at a corner of Lot 1; thence, along Lot 1 the following ten (10) courses and distances: 1) along the easterly side of said 50 feet wide Private Access/Utility Easement, South 8°31'31" East, 113.70 feet to a monument to be set at a point of non-tangent curve on the right-of-way line of a proposed road; 2) along said right-of-way line of a proposed road, along said curve to the left, having a radius of 200.00 feet, an arc length of 336.29 feet, through a central angle of 96°20'19" and whose chord bears South 39°38'47" West, 298.05 feet to a monument to be set at a point of tangency; 3) continuing along said right-of-way line of a proposed road, South 8°31'23" East, 191.80 feet to a monument to be set at a point of curvature; 4) continuing along said right-of-way line of a proposed road, along said curve to the right, having a radius of 25.00 feet, an arc length of 26.86 feet, through an angle of 61°33'47", and whose chord bears South 22°15'31" West, 25.59 feet to a monument to be set at a point of reverse curve; 5) along the right-of-way line of the cul-de-sac of said proposed road, along said curve to the left, having a radius of 80.00 feet, an arc length of 231.84 feet, through an angle of 156°02'26", and whose chord bears South 29°58'49" East, 158.81 feet to a rebar to be set at a point of non-tangency; 6) leaving said right-of-way line of a proposed road, South 8°31'23" East, 158.91 feet to a rebar to be set; 7) North 81°28'37" East, 314.43 feet to a rebar to be set; 8) North 8°31'23" West, 36.45 feet to a rebar to be set; 9) North 81°28'37" East, 372.00 feet to a rebar to be set; and 10) South 8°31'23" East, 336.00 feet to the Point and Place of Beginning.

Containing: 28.219 Acres of Land, be the same more or less.
Being: "Lot 2" as shown on said plan.
Subject to: A 50 feet wide Private Access/Utility Easement, and any other easements or encumbrances as may appear of record.
Being: A part of the same premises which Robert S. Meaux, Sr. Gladys H. Meaux and Counseling And Assessment Assoc. Inc. by deed dated January 7th, 2002 and recorded February 14th, 2002, in the office of the Recorder of Deeds, in and for Chester County in Record Book 5201, Page 2347 granted and conveyed to Arbor Hills Associates, a PA Limited Partnership by its sole General Partner, Arbor Hills Associates, LLC a limited liability company.

Prepared: January 26, 2021
1058 Land Enclosed Lot 1.docx

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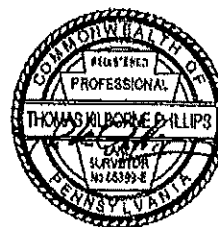


EXHIBIT "D"

Legal Description of Lot 3



Legal Description

LOT 3 (GROSS)

For

ARBOR HILL ASSOCIATES

All that certain parcel of land situate in the Township of East Brandywine, County of Chester, Commonwealth of Pennsylvania, as shown on plan entitled "Final Minor Subdivision Plan - Dwell at Caln Planned Residential Development" dated 10/14/20, last revised 01/18/21, prepared for Arbor Hill Associates, by D.L. Howell and Associates, Inc., West Chester, PA, being more particularly described as follows:

Beginning at a point on the centerline in Horseshoe Pike (SR 0322) (Variable Width) at its intersection with the southeasterly line of lands now or late of Michael G. Ciaroni and Rose R. Ciaroni (UPI #30-6-38) as shown on said plan; thence from said Point of Beginning, running along said centerline in Horseshoe Pike, South 42°56'53" East, 353.03 feet to a point, being a corner of Lot 1; thence, along Lot 1, passing over a monument to be set on the southwesterly right-of-way line of Horseshoe Pike 53.50 feet from the beginning of this line, South 85°42'07" West, passing the northerly terminus of a 50 feet wide Private Access/Utility Easement, and along Lot 2, a distance of 2,299.18 feet to a monument to be set on the easterly line of lands now or late of Roy Joseph Siple and Barbara S. Siple (UPI #39-1-37.2); thence, along said lands of Siple, North 6°04'08" West, 120.90 feet to a monument found at a corner of lands now or late of East Brandywine Township (UPI #30-5-211.26); thence, along said lands of East Brandywine Township, and lands now or late of Hudson L. Voltz and Kathleen A. Voltz (UPI #30-5-211.0), North 4°07'16" West, 249.23 feet to a monument found; thence, continuing along said lands of Voltz, passing the southerly terminus of Heritage Court, and along lands now or late of James W. Gerlach and Karen L. Gerlach (UPI #30-5-211.10), North 81°55'08" East, 388.89 feet to a monument found at a corner of lands now or late of Tim Hawes (UPI #30-5-224); thence, along said lands of Hawes, lands now or late of Bernard M. Cellini and Joyce S. Cellini (UPI #30-5-223), lands now or late of Raymond J. Cellini and Patti Ann Cellini (UPI #30-5-223.1), and lands now or late of Joseph J. Madrigale, Jr. and Dorothy M. Madrigale (UPI #30-6-37), North 81°50'12" East, 1,109.99 feet to a monument found at a corner of said lands of Ciaroni; thence, along said lands of Ciaroni the following three (3) courses and distances: 1) South 44°02'14" East, 429.11 feet to a monument to be set; 2) North 81°50'11" East, 123.61 feet to a pipe found; and 3)

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North 45°57'46" East, passing over a monument to be set on said southwesterly right-of-way line of Horseshoe Pike 30.45 feet from the end of this line, 245.25 feet to the Point and Place of Beginning.

Containing: 17.004 Acres of Land, be the same more or less.

Being: "Lot 3" as shown on said plan.

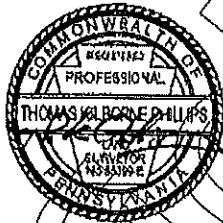
Together with: A 50 feet wide Private Access/Utility Easement.

Subject to: Any easements or encumbrances as may appear of record.

Being: A part of the same premises which Robert S. Means, Sr. Gladys H. Means and Counseling And Assessment Assoc. Inc. by deed dated January 7th, 2002 and recorded February 14th, 2002, in the office of the Recorder of Deeds, in and for Chester County in Record Book 5201, Page 2347 granted and conveyed to Arbor Hills Associates, a PA Limited Partnership by its sole General Partner, Arbor Hills Associates, LLC a limited liability company.

Prepared: January 26, 2021

10104 Legal Description Lot 3 (Gross) docx

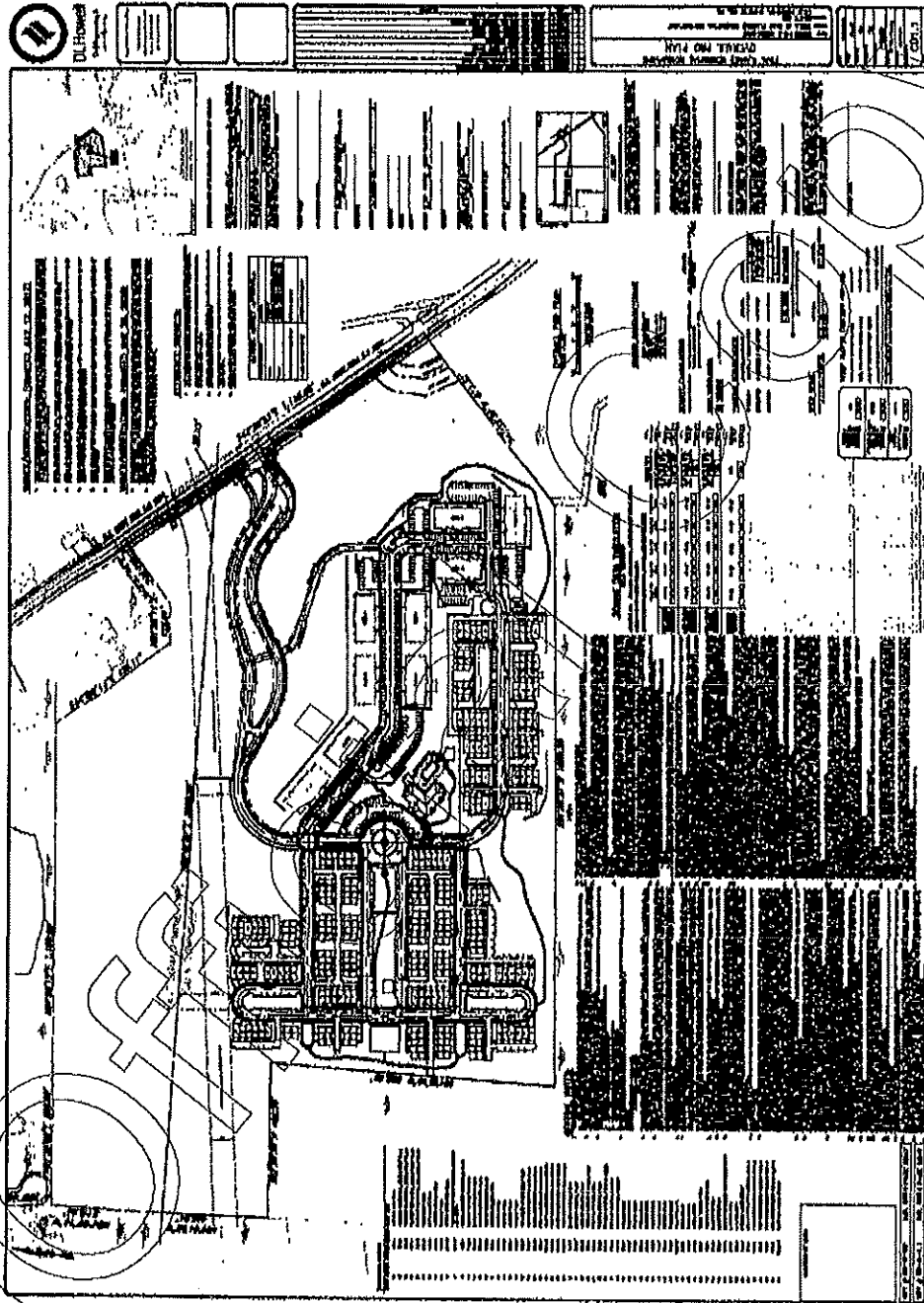


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EXHIBIT "E"

Plan



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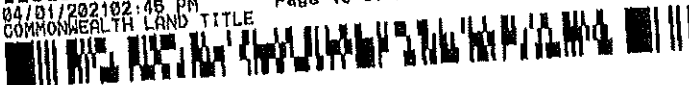


EXHIBIT "F"

Legal Description of Lot 1 Access/Utility Easement Area



Legal Description
ACCESS & UTILITY EASEMENT
Over Lot 1
To Benefit Lot 2 and Lot 3
For
ARBOR HILL ASSOCIATES

All that certain easement situate in the Township of Cain, County of Chester, Commonwealth of Pennsylvania, as shown on plan entitled "Final Minor Subdivision Plan -- Dwell at Cain Planned Residential Development" dated 10/14/20, last revised 01/18/21, prepared for Arbor Hills Associates, by D.L. Howell and Associates, Inc., West Chester, PA, being more particularly described as follows:

Outer Loop:

Beginning at a monument to be set on the proposed southwesterly legal right-of-way line of Horseshoe Pike (SR 0322) (Variable Width), said point being located the following three (3) courses and distances from an iron pin found on the southwesterly legal right-of-way line of Horseshoe Pike at its intersection with the northwesterly line of lands now or late of Harvey Perry and Gail Perry (LPI #39-2-1) as shown on said plan: 1) along said southwesterly legal right-of-way line of Horseshoe Pike, North 42°58'14" West, 494.94 feet to a monument to be set; 2) along said proposed southwesterly legal right-of-way line of Horseshoe Pike, South 47°01'46" West, 12.80 feet to a monument to be set; and 3) continuing along said proposed southwesterly legal right-of-way line of Horseshoe Pike, North 42°58'14" West, 73.61 feet to the point of Beginning; thence from said Point of Beginning, running within Lot 1 the following thirteen (13) courses and distances: 1) along said curve to the left, having a radius of 50.00 feet, an arc length of 30.37 feet, through an angle of 34°47'47", and whose chord bears North 60°22'08" West, 29.90 feet to a monument to be set at a point of compound curve; 2) along said curve to the left, having a radius of 15.00 feet, an arc length of 14.43 feet, through a central angle of 55°06'40" and whose chord bears South 74°40'39" West, 13.88 feet to a monument to be set at a point of tangency; 3) South 47°07'19" West, 69.49 feet to a monument to be set at a point of curvature; 4) along said curve to the right, having a radius of 128.00 feet, an arc length of 159.41 feet, through a central angle of 71°21'22" and whose chord bears South 82°48'00" West, 149.31 feet to a monument to be set at a point of tangency; 5) North 61°31'19" West, 100.36 feet to a monument to be set at a point of curvature; 6)

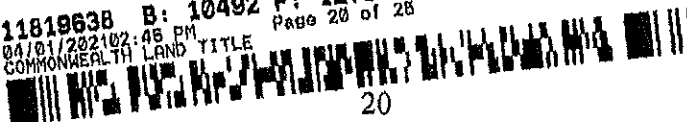
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along said curve to the left, having a radius of 180.00 feet, an arc length of 200.15 feet, through a central angle of $63^{\circ}42'38''$ and whose chord bears South $86^{\circ}37'22''$ West, 190.00 feet to a monument to be set at a point of tangency; 7) South $54^{\circ}46'03''$ West, 103.79 feet to a monument to be set at a point of curvature; 8) along said curve to the right, having a radius of 250.00 feet, an arc length of 248.50 feet, through a central angle of $56^{\circ}57'11''$ and whose chord bears South $83^{\circ}14'38''$ West, 238.40 feet to a monument to be set at a point of tangency; 9) North $68^{\circ}16'47''$ West, 176.50 feet to a monument to be set at a point of tangency; 10) South $87^{\circ}48'56''$ West, 39.73 feet to a monument to be set at a point of curvature; 11) along said curve to the left, having a radius of 150.00 feet, an arc length of 252.21 feet, through a central angle of $96^{\circ}20'19''$ and whose chord bears South $39^{\circ}38'47''$ West, 223.54 feet to a monument to be set at a point of tangency; 12) South $8^{\circ}31'23''$ East, 191.80 feet to a monument to be set at a point of curvature; and 13) along said curve to the left, having a radius of 25.00 feet, an arc length of 26.86 feet, through an angle of $61^{\circ}33'47''$, and whose chord bears South $39^{\circ}18'17''$ East, 25.59 feet to a monument to be set at a point of reverse curve; thence, continuing through Lot 1 and along Lot 2, along said curve to the right, having a radius of 80.00 feet, an arc length of 423.24 feet, through an angle of $303^{\circ}07'34''$, and whose chord bears South $81^{\circ}28'37''$ West, 76.19 feet to a monument to be set at a point of reverse curve; thence, continuing along Lot 2 the following three (3) courses and distances: 1) along said curve to the left, having a radius of 25.00 feet, an arc length of 26.86 feet, through a central angle of $61^{\circ}33'47''$ and whose chord bears North $22^{\circ}15'31''$ East, 25.59 feet to a monument to be set at a point of tangency; 2) North $8^{\circ}31'23''$ West, 191.80 feet to a monument to be set at a point of curvature; and 3) passing the southerly terminus of a 50 feet wide Access/Utility Easement, along said curve to the right, having a radius of 200.00 feet, an arc length of 336.29 feet, through an angle of $96^{\circ}20'19''$ and whose chord bears North $39^{\circ}38'47''$ East, 298.05 feet to a monument to be set at a point of non-tangency; thence, running within Lot 1 the following eight (8) courses and distances: 1) South $2^{\circ}11'04''$ East, 5.00 feet to a monument to be set; 2) North $87^{\circ}48'56''$ East, 303.59 feet to a monument to be set at a point of curvature; 3) along said curve to the left, having a radius of 130.00 feet, an arc length of 52.30 feet, through a central angle of $23^{\circ}03'07''$ and whose chord bears North $76^{\circ}17'22''$ East, 51.95 feet to a monument to be set at a point of tangency; 4) North $64^{\circ}45'49''$ East, 122.94 feet to a monument to be set at a point of curvature; 5) along said curve to the right, having a radius of 370.00 feet, an arc length of 321.59 feet, through a central angle of $49^{\circ}47'55''$ and whose chord bears North $89^{\circ}39'46''$ East, 311.56 feet to a monument to be set at a point of tangency; 6) South $65^{\circ}26'16''$ East, 78.94 feet to a

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monument to be set at a point of curvature; 7) along said curve to the left, having a radius of 120.00 feet, an arc length of 91.15 feet, through an angle of $43^{\circ}31'18''$, and whose chord bears South $87^{\circ}11'55''$ East, 88.98 feet to a monument to be set at a point of compound curve; and 8) along said curve to the left, having a radius of 25.00 feet, an arc length of 49.75 feet, through a central angle of $114^{\circ}00'40''$ and whose chord bears North $14^{\circ}02'06''$ East, 41.94 feet to a monument to be set at a point of cusp on said proposed southwesterly legal right-of-way line of Horseshoe Pike; thence, along the same the following three (3) courses and distances: 1) South $42^{\circ}58'14''$ East, 66.17 feet to a point; 2) North $47^{\circ}06'59''$ East, 13.20 feet to a point; and 3) South $42^{\circ}58'14''$ East, 63.94 feet to the Point and Place of Beginning.
Containing: 154,519 Square Feet of Land, be the same more or less.

Inner Loop:

Beginning at a monument to be set on the interior of Lot 1, said point being located the following five (5) courses and distances from an iron pin found on the southwesterly legal right-of-way line of Horseshoe Pike (SR 0322) (Variable-Width), at its intersection with the northwesterly line of lands now or late of Harvey Perry and Gail Perry (UPI #39-2-1) as shown on said plan: 1) along said southwesterly legal right-of-way line of Horseshoe Pike, North $42^{\circ}58'14''$ West, 494.94 feet to a monument to be set; 2) along the proposed southwesterly legal right-of-way line of Horseshoe Pike, South $47^{\circ}01'46''$ West, 12.80 feet to a monument to be set; 3) continuing along said proposed southwesterly legal right-of-way line of Horseshoe Pike, North $42^{\circ}58'14''$ West, 167.55 feet to a point; 4) continuing along said proposed southwesterly legal right-of-way line of Horseshoe Pike, South $47^{\circ}06'59''$ West, 13.20 feet to a point; and 5) leaving said proposed southwesterly legal right-of-way line of Horseshoe Pike and running through Lot 1, South $74^{\circ}19'39''$ West, 139.45 feet to the point of Beginning; thence from said Point of Beginning, running within Lot 1 the following thirteen (13) courses and distances: 1) along said curve to the right, having a radius of 15.00 feet, an arc length of 44.09 feet, through an angle of $168^{\circ}23'49''$, and whose chord bears South $18^{\circ}45'39''$ West, 29.85 feet to a monument to be set at a point of compound curve; 2) along said curve to the right, having a radius of 88.00 feet, an arc length of 23.84 feet, through a central angle of $15^{\circ}31'08''$ and whose chord bears North $69^{\circ}16'53''$ West, 23.76 feet to a monument to be set at a point of tangency; 3) North $61^{\circ}31'19''$ West, 100.36 feet to a monument to be set at a point of curvature; 4) along said curve to the left, having a radius of 220.00 feet, an arc length of 244.63 feet, through a central angle of $63^{\circ}42'38''$ and whose chord bears South

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86°37'22" West, 232.22 feet to a monument to be set at a point of tangency; 5) South 54°46'03" West, 103.79 feet to a monument to be set at a point of curvature; 6) along said curve to the right, having a radius of 210.00 feet, an arc length of 208.74 feet, through a central angle of 56°57'11" and whose chord bears South 83°14'38" West, 206.26 feet to a monument to be set at a point of tangency; 7) North 68°16'47" West, 41.91 feet to a monument to be set at a point of curvature; 8) along said curve to the right, having a radius of 12.00 feet, an arc length of 32.69 feet, through a central angle of 158°05'43" and whose chord bears North 9°46'05" East, 23.48 feet to a monument to be set at a point of tangency; 9) North 87°48'56" East, 119.75 feet to a monument to be set at a point of curvature; 10) along said curve to the left, having a radius of 170.00 feet, an arc length of 68.40 feet, through a central angle of 23°03'07" and whose chord bears North 76°17'22" East, 67.94 feet to a monument to be set at a point of tangency; 11) North 64°45'49" East, 122.34 feet to a monument to be set at a point of curvature; 12) along said curve to the right, having a radius of 330.00 feet, an arc length of 286.82 feet, through a central angle of 49°47'55" and whose chord bears North 89°39'46" East, 277.88 feet to a monument to be set at a point of tangency; and 13) South 65°26'16" East, 105.83 feet to the Point and Place of Beginning.

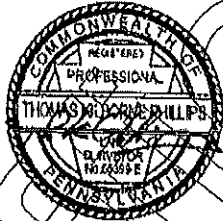
Containing: 26,011 Square Feet of Land, be the same more or less.

Containing a Net Area of: 128,508 Square Feet of Land, be the same more or less.

Being: "Access/Utility Easement Over Lot 1 to Benefit Lot 2 and 3" as shown on said plan.

Prepared: January 25, 2021

10508 Land Description Access & Utility Eas Over Lot 1.docx



Howell Kline Surveying, LLC
1250 Wrights Lane, West Chester, PA 19380
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EXHIBIT "G"

Legal Description of 50' Wide Access/Utility Easement Area



Legal Description
50 FEET WIDE PRIVATE ACCESS & UTILITY EASEMENT
Over Lot 2
To Benefit Lot 3
For
ARBOR HILL ASSOCIATES

All that certain easement situate in the Township of Caln, County of Chester, Commonwealth of Pennsylvania, as shown on plan entitled "Final Minor Subdivision Plan -- Dwell at Caln Planned Residential Development" dated 10/14/20, last revised 01/18/21, prepared for Arbor Hills Associates, by D.L. Howell and Associates, Inc., West Chester, PA, being more particularly described as follows:

Beginning at a rebar to be set where the dividing line between Lot 1 and Lot 2 intersects the southerly line of Lot 3, said point being located South 85°42'07" West, 889.88 feet along said southerly line of Lot 3 from a monument to be set on the proposed southwesterly legal right-of-way line of Horseshoe Pike (SR 0322) (Variable Width) at its intersection with said southerly line of Lot 3 as shown on said plan; thence from said Point of Beginning, running along said dividing line between Lot 1 and Lot 2 the following two (2) courses and distances: 1) South 08°31'31" East, crossing a 75 feet wide Transcontinental Gas Pipe Line Corporation Right-of-Way, 113.70 feet to a monument to be set at a point of non-tangency on the northerly side of an Access/Utility Easement over Lot 1 to benefit Lot 2 and Lot 3; and 2) along the same, along said curve to the left, having a radius of 200.00 feet, an arc length of 50.14 feet, through a central angle of 14°21'52" and whose chord bears South 80°38'00" West, 50.01 feet to a point of non-tangency; thence, running through Lot 2, North 08°31'31" West, recrossing said 75 feet wide Transcontinental Gas Pipe Line Corporation Right-of-Way, 118.13 feet to a point on said southerly line of Lot 3; thence, along the same, North 85°42'07" East, 50.14 feet to the Point and Place of Beginning.

Containing: 5,744 Square Feet of Land, be the same more or less.
Being: "50' Wide Private Access/Utility Easement" as shown on said plan.

Prepared: January 26, 2021
10500 Legal Description Access & Utility Eas Over Lot 2.docx

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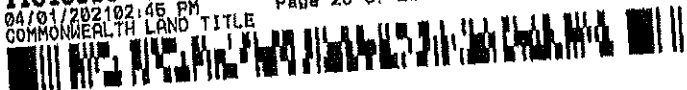
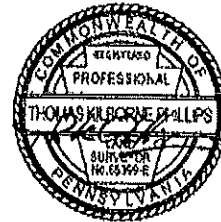
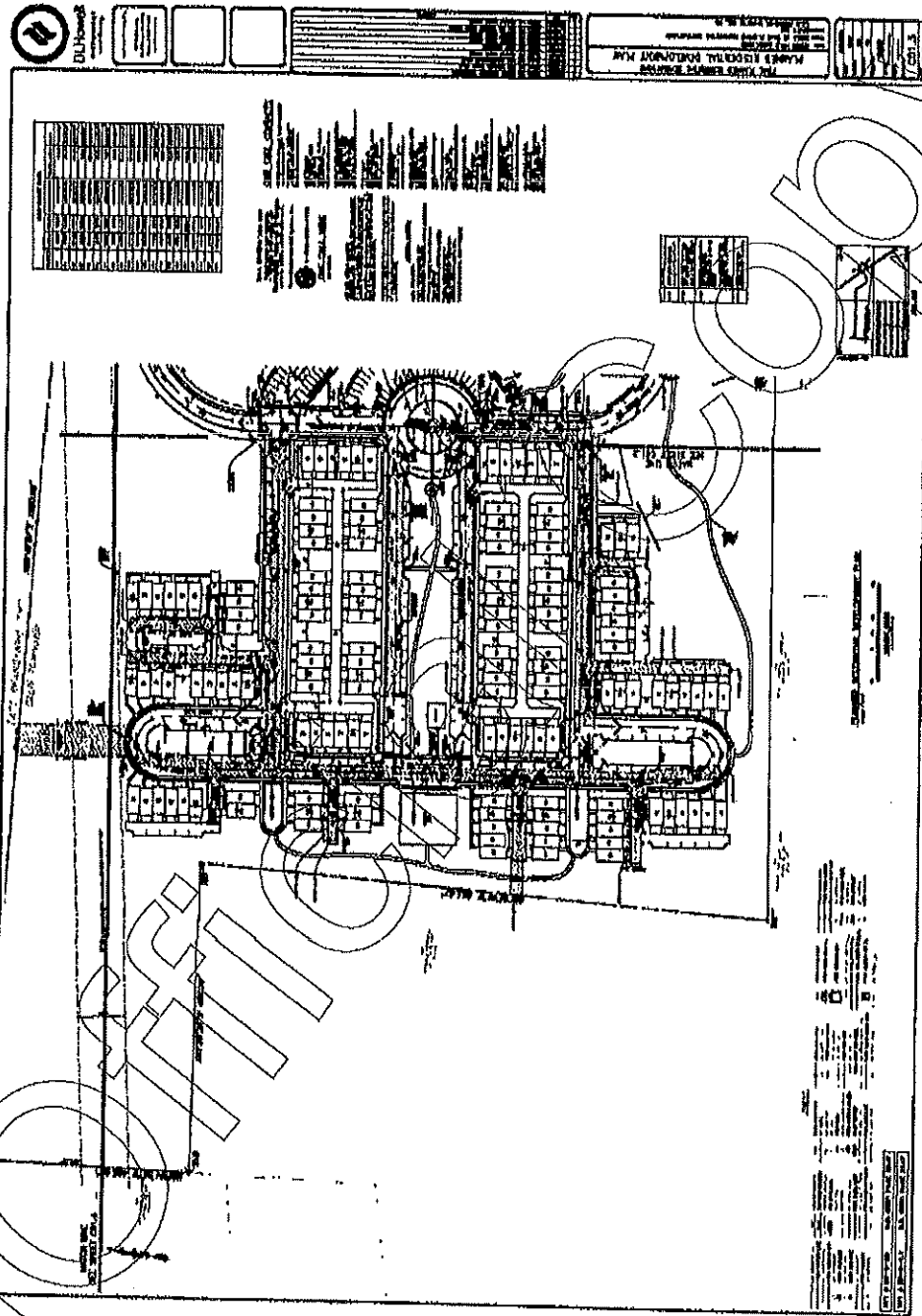


EXHIBIT "H"

Lot 2 Private Access/Utility Basement Area Plan



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